

MINISTRY OF FOREIGN AFFAIRS

Bidding Document

National Competitive Bidding (NCB)

for

**Development, Operation and Maintenance of Common Website
Platforms for Sri Lanka Missions Abroad**

JULY, 2023

Table of Contents

	Page No
Invitation for Bids	4
<u>SECTION A</u>	
Instructions to Bidders	
1. General Instructions.....	5
2. Formal Procedures.....	7
3. The Bidding Documents.....	8
4. Preparation of Bids.....	9
5. Submission.....	11
6. Deadline for Submission of Bids.....	11
7. Modification and Withdrawal of Bids.....	12
8. Opening of the Bids	12
9. Classification of Bids.....	12
10. Preliminary Examination.....	12
11. Rejection of Offers.....	13
12. Confidentiality.....	13
13. Evaluation and Comparison of Bids	13
14. Post Qualification of the Bidder.....	14
15. Contacting the Employer	14
16. Employer’s Rights	14
17. Award of Contract	14
18. Contract and Surety	15
<u>SECTION B</u>	
Terms and Conditions	
1. Obligation of the Service Provider.....	16
2. Terms of Payment.....	16
3. Maintenance.....	16
4. Delivery.....	16
5. Applicable Law.....	17
6. Force Majeure.....	17
7. Non-Conformity with Specifications.....	17
8. Subcontracting.....	17
9. Patent Rights and Royalties.....	17
10. Arbitration.....	17
<u>SECTION C</u>	
Schedule of Requirement	
1. Introduction	18
2. Objectives.....	18
3. Scope of the Service.....	18
4. Ownership	
5. Testing, Quality Assurance, User Acceptance Test and operational Acceptance Test.....	20
6. Work Schedule and Payment Schedule.....	20

7.Training.....	21
8.Maintenance.....	23

SECTION D

Non- Functional Requirements

1. Security.....	24
2. Audit Facilities.....	24
3. Backup and Contingency Planning.....	25
4. Performance.....	26

SECTION E

Evaluation of the Offer

1. General Remarks	27
2. Technical Evaluation of the Offers – Thresholds	27
3. Questions for the Technical Evaluation	28
4. Technical Expertise: Case Study	29
5. Guidelines for the Case Study	33
6. Case Study	35
7. Service Level Agreement	37

SECTION F

Specimen Forms

1. Bid Form.....	40
2. Contract Agreement.....	42
3. Performance Security Bond Form.....	45
4. Bid Security Guarantee.....	46
5. Template	47

Section G

Bidding Data Sheet.....	48
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MINISTRY OF FOREIGN AFFAIRS
Invitation for Bids (IFB)

Development, Operation and Maintenance of Common Website Platforms for Sri Lanka Missions Abroad

The Chairman, Procurement Committee of the Ministry of Foreign Affairs, will receive sealed bids from eligible and qualified bidders up to **11.00 a.m. on 25.10.2023** for the development, operation and maintenance of common website platforms for Sri Lankan Missions Abroad.

Bidding will be conducted through **National Competitive Bidding Procedure (NCB)** as defined in Procurement Guidelines of Democratic Socialist Republic of Sri Lanka.

Qualifications to be fulfilled by suppliers to qualify for contract award include the followings;

- i. Bids can be forwarded by a firm or a consortium or a joint venture (the bidder) who individually or jointly provided services in the similar nature
- ii. Bids can be forwarded by a firm or a consortium or a joint venture (the bidder) who individually or jointly has provides services in the similar nature
- iii. The bidder must have completed two or more relevant and comparable live reference site(s)
- iv. Minimum average annual turnover of LKR 50 Million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years

All bids accompanied by an unconditional on demand **Bid Security equivalent to one percent (1%) of the total contract value** by a Bank Guarantee issued by Commercial Bank registered in Sri Lanka, must be delivered in accordance with the Instruction to the Bidders.

The Ministry of Foreign Affairs will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Bids should be **sent by Registered Post in sealed covers addressed to the Chairman, Procurement Committee, Ministry of Foreign Affairs, Republic Building, Colombo 01 or placed in the Tender Box kept in the Office of the Deputy Director (Admin), Ministry of Foreign Affairs, No: 69, 9th Floor, Ceylinco House, Janadhipathi Mawatha, Colombo 01.**

Bids received will be opened immediately after the closing of the bids in the **General Administration Division, No 69, 9th Floor, Ceylinco House, Janadhipathi Mawatha, Colombo 01**. Bidders or their authorized representatives are allowed to be present at the time of opening of bids.

For further details please call the Procurement Unit 011 - 5 921 152.

Chairman
Procurement Committee
Ministry of Foreign Affairs
Republic Building
Colombo 01.

SECTION A

INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL INSTRUCTIONS

1.1 SCOPE

The Chairman, Procurement Committee, Ministry of Foreign Affairs, Republic Building, Colombo 01 (hereinafter referred to as the Employer) wishes to receive Bids for the development, operation and maintenance of common website platforms for Sri Lankan Missions Abroad.

All Bids are to be completed and returned to the employer in accordance with these "Instructions to Bidders".

Payments under this contract will be financed by the source specified in the Bidding Data Sheet (BDS).

1.2 ELIGIBLE BIDDERS

- i. Bids can be forwarded by a firm or a consortium or a joint venture (the bidder) who individually or jointly provided services in the similar nature.
- ii. The bidder must have completed two or more relevant and comparable live reference site(s).
- iii. Minimum average annual turnover of LKR 50 Million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.
- iv. All bidders shall possess legal rights to supply the services under this contract. A bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract award, shall be disqualified.

1.3 CORRUPT OR FRAUDULENT PRACTICES

The attention of the bidders is drawn to the followings;

- a) Parties associated with procurement actions namely, service providers and officials shall ensure that they maintain strict confidentiality throughout the process.
- b) Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Bidders are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- c) The Employer requires the bidders, and service providers to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, non-competitive levels; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- d) If the Employer found any unethical practices as stipulated under (Instructions to Bidders) ITB Clause 1.3 (c), the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.4 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and delivery of the Bid, and the Employer shall in no case be responsible or liable for such costs.

1.5 ONE BID PER BIDDER

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder’s participation to be disqualified.

1.6 ASSURANCE

The successful Bidder shall give satisfactory assurance of his ability and intention to provide the service pursuant to the Contract, within the time set forth therein.

1.7 IMPACT OF VALUE ADDED TAX (VAT)

1.7.1 If the Bidder has registered for the purpose of VAT, he/she should indicate the amount of VAT claimed separately in the bid documents, in addition to the net value of the tender, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of tenders and any tenderer who does not declare his/her VAT registration number while having a VAT registration number will be liable for rejection of the tender.

1.7.2 If the Bidder has not registered for VAT, he/she should indicate the net value of the tender. Under this category, the bidder should attach a letter from the Commissioner of Inland Revenue Department, certifying that the Company has not been registered VAT.

2. FORMAL PROCEDURES

- 2.1** Bidders are required to bid for the total solution. Partial bids shall be treated as non-responsive and shall be rejected. Any foreign Bidder must have a Local Agent in Sri Lanka appointed by the Principal Vendor, taking responsibility for the whole Bid. The Bid must contain the name and address of business and must be signed and sealed by the Bidder.
- 2.2** A complete Company Profile of the local bidder including, but not limited to, the following should be attached:
- Date of commencing business in Sri Lanka;
 - Names of current Directors and Shareholders;
 - Relationship to the Principals;
 - Latest Annual Report and audited accounts;
 - List of clients who use similar systems;
 - Number of staff supporting its computer operations in Sri Lanka and their technical competence to implement, support and maintain the proposed system.
 - Facilities available for maintenance and support and methods of supply of appropriate spares.

3. THE BIDDING DOCUMENTS

3.1 INSPECTION OF BIDDING DOCUMENTS

The Bidding Documents can be inspected free of charge at the following address on working day from 9.00 a.m to 3.30 p.m.

General Administration Division,
Ministry of Foreign Affairs
No: 69,9th Floor, Ceylinco House,
Janadhipathi Mawatha,
Colombo 01.

3.2 CONTENTS OF THE BIDDING DOCUMENTS

The scope of the service, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the bidding documents include:

- i. Instructions to Bidders
- ii. Terms and Conditions
- iii. Requirements
- iv. work Schedule and Price Schedule
- v. Contract Forms

The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Document or submission of a bid not substantially responsive to the Bidding Documents in every respect on the date and time of closing bids will result in the rejection of the bid.

3.3 AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may decide to modify or clarify any part of the Bid Document.

Information pertaining to such modifications will be issued in the form of an Addendum and will become part of the bid. Copies of the Addendum will be sent to all those who have obtained the Bid Documents by registered post and will be binding on them. The Bidder shall enclose the signed Addendum along with the bid.

3.4 REQUESTS FOR CLARIFICATIONS

Any prospective bidder requiring any clarifications or further requirements of the Bidding Documents may notify the Employer in writing at the mailing address indicated in the Invitation for Bids. The Employer will respond in writing to any request for clarification or for information of the Bidding Documents, which it revives no later than ten (10) days prior to the deadline for submission of Bids prescribed by the Employer.

Employer's response in writing, including an explanation of the query, will be sent to all prospective bidders who have purchased Bidding Documents. Oral Clarification, instructions, or modifications, will not be binding on the Employer.

3.5 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence and documents to the bid exchange by the bidder and the Employer shall be written in the English Language. The Bidder may furnish printed literature written in another language, provided to this literature is accompanied by an English translation, in which case for purpose of interpretation of the bid, the English translation shall govern.

4 PREPARATION OF BIDS

4.1 DOCUMENTS COMPRISING THE BID

The Bid prepared by the Bidder shall comprise the following components;

- a) Bid Form and Price Schedules duly completed and signed;
- b) A comprehensive corporate profile of the bidder including details of experience in similar assignments, with full contact details of references;
- c) Documentary evidence to establish, in accordance with Section 1.2, that the bidder is eligible to bid;
- d) The personnel serving on the proposed assignment, qualifications and experience in similar assignments;
- e) Potential conflict of interests;
- f) Proposed activity schedule, estimated timeline, for delivery of the work
- g) Bid Bond furnished in the prescribed format;
- h) Specimen maintenance contract;
- i) Any Addendum to the Bid Document issued, duly signed;
- j) and any other materials required to be completed and submitted by bidders, as specified in the BDS.

4.2 BID FORM

The Bidder shall complete the original and one copy of the Bid form and the appropriate Price Schedules furnished in the Bidding Documents.

4.3 BID PRICES

The Bidder shall quote in Sri Lanka rupees (LKR) only. The Bidder shall complete the appropriate Price Schedules included herein, state the Unit Prices and the Total Bid Price of the services stipulated under the Contract. All categories of the services shall be separately itemized and quoted for.

All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall not be included in the price but shall be indicated separately;

Optional services offered should be price scheduled separately with the prices of options not being included in either the total price or in the total bid price.

Any discounts offered should be clearly shown in the price schedule in the appropriate place. **Letters offering discounts as annexure to the Bid documents will not be accepted.**

The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices to the Contract.

Notwithstanding the above, the Employer must solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be in writing. If the Bidder agrees to the request, the validity of the Bid Security submitted shall also be extended.

A bidder may refuse the request without forfeiting his Bid Security. A bidder granting the request will not be permitted to modify his Bid.

Prices quoted in the Bid Form shall enter in figures and repeated in words. **If there is any discrepancy between the word and the figures, the prices quoted in words shall prevail.**

Bids with incomplete or erroneous schedules are liable rejection. All alternations and erasures in the Bid shall be authenticated.

4.4 BID VALIDITY

Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity date, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 4.5, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

4.5 BID SECURITY

The Bidder shall submit Bid security for a fixed lump sum amount equivalent to one percent (1%) of the total contract value by a Bank guarantee issued by a Commercial Bank registered in Sri Lanka. Also Bid Security should be issued in favour of Secretary, Ministry of Foreign Affairs.

The bid security must be valid for a minimum period of hundred and five (105) days from the date opening of the Bids, according to the format attached.

The Bid Security shall guarantee the execution of the formal contract and the furnishing of the Performance Security as specified within ten (10) days from the receipt of notice of the acceptance of the Bid.

The Bid Securities of unsuccessful Bidders will be returned as promptly as possible upon the award of the contract. **The Bid Security of the successful Bidder shall only be returned after the execution of the Contract and provision of an acceptable Performance Security.**

The Bid Security may be forfeited -

- a. If a Bidder withdraws or modifies his bid during the validity period of such Bid specified by the Institute.
- b. In the case of a successful bidder, if the bidder fails:
 - i. to sign the Contract;
 - ii. to furnish the Performance Security as required.
 - iii. to agree to an adjusted bid price after the correction of arithmetical errors, pursuant to the criteria described in the bidding documents

The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS. The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by an institution acceptable to Employer;
- (c) be substantially in accordance with the form of Bid Security included in Section D, Contract Forms;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB;

If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB, shall be rejected by the Employer as non-responsive.

The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 17.2.

The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or
- (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with Section E;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 17.2.

4.6 CORRECTIONS AND ALTERNATION BIDS

Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialled. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for corrections.

5 SUBMISSION

5.1 SEALING, MARKING AND SUBMISSION OF BIDS

The bidder shall seal **Technical Proposal** and the **Financial Proposal** separately in two envelopes and mark them as "TECHNICAL PROPOSAL" and "FINANCIAL PRPOSAL". They should bear the word "Development, Operation and Maintenance of Common Website Platforms for Sri Lanka Missions Abroad".

These two should then be sealed in an outer envelope bearing the words "Development, Operation and Maintenance of Common Website Platforms for Sri Lanka Missions Abroad" on the left hand corner and should be addressed to; The Chairman, Procurement Committee, Ministry of Foreign Affairs, 9th floor, Ceylinco Building, Colombo 01.

5.2 ALTERNATIVE BIDS & OPTIONS

Alternative bids shall not be considered.

The bidders are advised not to quote different options for same items but furnish the most competitive, among the options available to the bidder.

6 DEADLINE FOR SUBMISSION OF BIDS

The bid must be received by the purchaser at the address above not later than at **11.00 a.m. on 25.10.2023** A sealed Tender Box will be available at the office of the General Administration Division, Ministry of Foreign Affairs, No. 69,9th Floor, Ceylinco House, Janadhipathi Mawatha, and Colombo 01 for placing such bids.

6.1 LATE BIDS

Any bid received after the deadline prescribed for submission of bids by the Employer will be declared "LATE" and rejected.

7 MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify or withdraw his bid after the submission of the bid provided that written notice of the modification or withdrawal is received by Employer prior to the deadline prescribed for the submission of bids.

The bidder's modification or withdraw notice shall be prepared, sealed, mark and dispatched in accordance with the provisions of Clause. A withdrawal notice may also be sent by fax but must be received by the Employer prior to deadline prescribed for the submission of the bids. Such withdrawal notice must be followed by signed confirmation copy. Bids so withdrawn will be return unopened.

No Bid shall be modified subsequent to the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between opening of the Bids and expiration of the period of validity on the Bid Form.

8 OPENING OF THE BIDS

Secretary, Ministry of Foreign Affairs or his/her representatives will open bids, in the presence of bidders or their authorized representatives, immediately after the closing of bids at the following address:

General Administration Division
Ministry of Foreign Affairs
No. 69,9th Floor, Ceylinco House
Janadhipathi Mawatha
Colombo 01.

The bidders or their authorized representatives who are present shall sign a register evidencing their attendance.

The bidder's name, price quoted in the bid form, presence or absence of Bid security and other details the Employer may consider appropriate will be announced and recorded at the time of opening of the bids.

9 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the Employer may at his discretion ask bidders for clarification of their bids. All correspondence shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

10 PRELIMINARY EXAMINATION

The Technical Evaluation Committee (TEC) will initially examine the financial proposal to determine whether they are completed in every respect pertaining to the requirements of the bid. The financial proposals of the technically eligible bids will only be evaluated in the next stage.

These include the submission of documentary evidence where necessary, whether any computational errors have been duly signed, and whether the Bids are generally in order.

Bidders are cautioned to be extremely careful in computing price quoted. **Price quoted should be accurate and exact.**

If there is a discrepancy between the amount in words and figures, the amount in words shall prevail.

11 REJECTION OF OFFERS

A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the nonconformity. A substantially responsive bid is one, which conforms to all terms and conditions of the bidding procedure without significant deviation as determined by the Technical Evaluation Committee.

Bids will be rejected if they:

- i. Fail to conform to bidding procedure outlined herein;
- ii. Fall short of required technical specifications;
- iii. Contain errors and / or omissions;

- iv. Contain any part that is illegible;
- v. Contain unacceptable conditions stipulated by the bidder;

12 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

13 EVALUATION AND COMPARISON OF BIDS

13.1 The objective of the evaluation procedure is to develop common websites for all Sri Lanka Missions Abroad in order to provide up to date and accurate information in all applicable languages according to the attached template provided by the MFA and to Provide support to the MFA, Sri Lanka Missions Abroad for maintenance and updating the websites through Content Management System (CMS).

13.2 The Employer will evaluate and compare only the bids determined to be substantially responsive.

The bidder shall provide the Employer with all information deemed relevant by the bidder for the purpose of evaluation and also deemed necessary and appropriate by the Employer. All information provided by the bidder shall be documentary and presented in a concise and cogent manner and where appropriate, properly tabulated.

The bidder shall provide documentary evidence that products similar to those offered have been satisfactory for at least one (1) year under conditions similar to that envisaged by the Employer.

14 POST QUALIFICATION OF THE BIDDER

The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

15 CONTACTING THE EMPLOYER

Subject to Sub Clause 3.4, no bidder shall contact the Employer on any matter relating to his bid from the time of bid opening to the time the Contract is awarded.

Any effort by the bidder to influence the contract on matter in respect of bid evaluation, bid comparison or Contract award will result in the rejection of the bidder's bid.

16 EMPLOYER'S RIGHTS

The Employer reserves the right to accept any bid or reject any bid, to waive any informality, minor deviation or omission, and to annul bidding process and reject all or any bid at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

17 AWARD OF CONTRACT

The Employer will award the Contract to successful bidder, whose bid has been determined to be the most responsive bid, meeting the standard and capabilities in the stated requirements. The Employer also reserves the right to award Contract for part of the items and to award Contract to more than one bidder.

17.1 NOTIFICATION OF AWARD

The Employer will notify the successful Bidder in writing by registered letter to the bidder's address given in the bid documents or to any other address notified, that his bid has been accepted.

The notification of award will constitute the information of Contract until a formal contract is signed by both parties. On the receipt of notification of award and before the signing of contract, the successful bidder shall commence ordering equipment.

17.2 PERFORMANCE SECURITY

Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the attached form, using for that purpose the Performance Security Form included in Section E Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 4.5.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

18 CONTRACT AND SURETY

18.1 The successful bidder will be required to execute a formal Contract incorporating all agreements between the parties with a Performance Security Bond to the amount of ten percent (10%) of the Value of the Contract to guarantee its proper and faithful execution. The Contract will be entered into with the least possible

delay after the notification of award (letter of intent). The Performance Security Bond shall be in the format specified and shall be from an approved Bank operating in Sri Lanka.

All costs in connection with such guarantee shall be borne by the bidder.

- 18.2** At any time up to the signing formal Contract, the Employer reserves the right to vary the quantities of items specified after necessary negotiations and amendment to the total bid price.

SECTION B

TERMS AND CONDITIONS

1. OBLIGATION OF THE SERVICE PROVIDER

- 1.1 The services rendered under the contract shall at the times and in all respects be effected to the entire satisfaction of the Ministry of Foreign Affairs and the decision of its authorized representative that any work, service or supply is essential for the due and successful execution of the Contract, shall be final and binding on the Service Provider.
- 1.2 The Service Provider shall comply with all by-laws and regulations of all statutory authorities in force and shall be responsible for payment of all fees, charges, penalties, etc., levied by such authorities for any purpose whatsoever, and shall indemnify the Employer against any claims arising out of his failure or neglect, observing or complying with such laws and regulations.

2. TERMS OF PAYMENT

- 2.1 Payments will be made in the following manner:

Payment of the Contract amount will be released after verification of Technical Specification as per Section C – Clause No 6.

- 2.2 The Employer reserves the right of carrying out test by an independent competent authority available in Sri Lanka and nominated by it, before payment is effected. The cost of obtaining test certificates should be borne by the firm or company whose bid has been signed such certificates shall not in any manner be deemed to be conclusive as against the Employer.

3. Maintenance

- 3.1 The service Provider should provide an initial maintenance period of thirty-six (36) months from the date of go live. Renewal of the maintenance period will be subjected to the support levels provided by the service provider.
- 3.2 The Service Provider shall remedy, free of cost to the Employer, all defects in design, material, and workmanship, which they may develop under normal use and which have been called to the attention to the Service Provider prior to the expiry of the maintenance period.
- 3.3 The supplier should have the facility to undertake any technical faulty without directing the user to a third party.

4. DELIVERY

All components specified in the contract shall be deployed not later than 05 months from the date of contract, subject to the conditions. Failure to deploy within such time will, in

addition to the other liabilities incurred under the contract, subject the bidder to deduction of point five percent (0.5%) per day or part thereof of the quoted value of the items not commissioned, as liquidated damages. However, if it is proved to the satisfaction of the Ministry of Foreign Affairs that such delay in deploying was unavoidable and outside the control of the service provider, then the Ministry of Foreign Affairs at its absolute discretion may waive the right to such liquidated damages.

5. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

6. FORCE MAJEURE

In the event that the Service Provider or any of his subcontractors or the Employer is delayed in the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions, and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it is reasonably practicable, and shall seek all reasonable alternative means of performance, not prevented by the Force Majeure event.

7. NON-CONFORMITY WITH SPECIFICATIONS

Any component which does not comply with specifications will be rejected and will be required to be replaced free of charge within one week of notification of such rejection.

8. SUBCONTRACTING

No part of the Contract may be assigned or sublet without the written authority of the Ministry of Foreign Affairs if such written authority is given, the Service Provider shall be held responsible for the due performance of the part so assigned or sublet.

9. PATENT RIGHTS AND ROYALTIES

The Contract will indemnify the Employer, its agencies and all of their employees against any claim that may at any time arise on account of Patent Rights and Royalties, whether from manufacturer or any other party on account of the services supplied.

10. ARBITRATION

Should any dispute arise that is not resolved within one (1) month, it shall be submitted to arbitration. Either party shall notify the other and request that the matter be referred to arbitration. Each party shall select an arbitrator, and the two arbitrators shall select a third. The dispute will then be settled under the rules of arbitration of the Ceylon Chamber of Commerce.

SECTION – C

SCHEDULE OF REQUIRMENTS

1. INTRODUCTION

In view of the existing inherent limitations of the existing websites and non-availability of websites in some Sri Lanka Missions Abroad, MFA is desirous of establishing common websites for all the Sri Lanka Missions Abroad in a common web platform.

2. OBJECTIVES

- i. To develop common websites for all Sri Lanka Missions Abroad in order to provide up to date and accurate information in all applicable languages according to the attached template provided by the Employer.
- ii. Provide support to the MFA, Sri Lanka Missions Abroad for maintenance and updating the websites through Content Management System (CMS).

3. SCOPE OF THE SERVICE

- i. Study the main functions and services provide by the MFA and relevant Sri Lanka Missions Abroad to understand its scope of work.
- ii. Design websites based on the requirements of the MFA and respective Missions Abroad. The design should facilitate the operational requirements of organization to add relevant information and services incrementally as and when those become available.
- iii. Design the website structure and finalize the information architecture of the website for providing information in applicable languages (Including local languages) and obtain the acceptance from MFA and respective Missions Abroad.
- iv. Integrate the embedded external links of the existing websites.
- v. Prepare the website structure according to the given template and a prototype for the websites with the consultation of the MFA.
- vi. Content gathering, arranging contents according to a logical manner in association with the Employer. Gathered contents should be signed off by the MFA and respective Missions Abroad.
- vii. Use an Open Source Content Management System Tool (CMS) for the proposed websites in order to provide the CMS support for ALL pages. (i.e Joomla, Drupal or WordPress etc.)
- viii. The overall style, look and feel need to be aligned with the context of the provided template, preserving the esteemed image of the MFA and the Sri Lanka Missions Abroad.
- ix. Fulfil the non-functional requirements as requested by MFA as stipulated in Section D.
- x. The initial layout of the websites could be according to the provided template. The finalized layout may vary upon the finalizing of the Requirement Specification. *Section D*
- xi. The new websites developed shall essentially have the following features among other features;
 - a) Search/ Find facility across the entire site
 - b) Date of last update
 - c) Standard menu icons
 - d) Accessibility options
 - e) Analytic Tools

- xii. Websites should include free none proprietary statistic generating tool which can generate statistics follows for a given date
 - a) Hit counter
 - b) Number of page loads
 - c) Number of hits received
 - d) Pages accessed by the user
 - e) Visitor's location based information
- xiii. The total number of pages for a certain website will be determined by the Employer (MFA and respective Missions Abroad).
- xiv. The contents of the websites should be able in print friendly version and the option should be available for the user to obtain the printout whenever necessary.
- xv. Developer should adhere to the World Wide Web (W3C) standards.
 - a. Developer should adhere to the following accessibility guidelines published by W3C.
 - a) Resize text
 - b) Keyboard accessibility
 - c) Colour theme change
 - d) Highly visible highlighting mechanism for links
 - e) Multiple ways of navigating the website(table of contents, site map etc)
 - f) Appropriate alt text provided for images
- xvi. The database handling software shall be My-SQL/ SQL Server according to the platform used (To develop the backend databases to support content management).
- xvii. The websites should be hosted within the Server infrastructures in Sri Lanka.
- xviii. The contractor should operate a help desk covering all the available time zones.
- xix. The contractor should provide necessary technical support for one (1) year period from the date of go live.
- xx. Total duration of this project is five (5) months from the date of commencement. Time frames for each development phase and the total project should be decided by the Employer.
- xxi. Each one of the shortlisted party considered to be appointed as the service provider may require making a presentation to the evaluation committee at their own expense.

4. OWNERSHIP

- i. The website developer should provide soft copies of all source codes, databases, Content Management tool, graphics, design documentations and other related documents used in the website to the Employer.
- ii. Content Management tool's password (including super user password) and File Transferring Protocol (FTP) password should be handed over to the MFA after signing off the website. The passwords can be obtained from the Employer during the maintenance period.
- iii. Vendor should impose the copyright and disclaimer notice as specified by the Employer.
- iv. All confidential information exchanged during the assignment should not be disclosed by the vendor to a third party.

5. TESTING, QUALITY ASSUARANCE, USER ACCEPTANCE TEST AND OPERATIONAL ACCEPTANCE TEST

- i. Quality Assurance should be guaranteed for the whole website in all aspects.
- ii. Quality Assurance approach should be described in detail in the Methodology.
- iii. The vendor should implements all necessary security measures and adhere to the security measures proposed by Sri Lanka Computer Emergency Response Team (SLCERT) for ensuring the security of the websites where the website should be immune to exploitations such as including but not limited to, SQL Injection; cross- site scripting (XSS); Session/(J Hack guard) URL poisoning etc.
- iv. User Acceptance Test (UAT) should be signed off by both Vendor and the Employer (MFA and the respective Missions Abroad)
- v. Test cases of the UAT should be shared by the vendor prior to the UAT with the Employer for the revisions. The finalized version of the UAT should be signed upon successful completion of the UAT.
- vi. Operational Acceptance Test should be conducted upon 6-month operations from the launch date of the website.
- vii. Operational Acceptance Test (OAT) should be signed off by both Vendor and the Employer.
- viii. Test cases of the OAT should be shared by the Vendor prior to the OAT with MFA for the revisions. The finalized version of the OAT should be signed upon successful completion of the OAT.

6. WORK SCHEDULE AND PAYMENT SCHEDULE

Total duration of this project is 5 months.

Work Schedule and the Payment Schedule for websites are as follows;

#	Activity	Due Date	Deliverable	Payment
1.	Initial Meeting and Coordination of content collection	Commencement date + Day 1	1.1 Website Development and Implementation Proposal	50% of the value of the Implementation Proposal
2.	Requirement Study	Commencement Date + Week 2	2.1 Requirement Specifications (RS) and proposal of the new structure 2.2 Number of person days of the assignments 2.3 QA plan and Test Cases 2.4 UAT Plan and Test Cases	
3.	Development of initial prototype and present the structure to the MFA and the feedback (Present the Information Architecture)	Commencement Date + Week 4	3.1 Proposed prototypes and Design 3.2 Data Migration Plan (if applicable)	
4.	Complete/full functional versions of English/ applicable languages and obtained the sign-off	Commencement Date + Week 6	4.1 fully functional and approved sites of English/ applicable	

			languages	
5.	Website Hosting	Commencement Date + Week 20	5.1 Hosted website on Live Environment	45% of the value of the implementation proposal
6.	Security Audit	Launch Date + Week 2	6.1 Approved website by SLCERT (or any other party recommended by SLCERT) following the application of their security recommendations.	
7	Training and Sign off	Commencement Date + Week 20	7.1 Training Sessions 7.2 Website installation guide 7.3 User Manual 7.4 QA Status Report 7.5 Successful UAT Acceptance report of the website	
8.	Operational Acceptance	Launch Date + Week 21	8.1 OAT Plan and Test cases	5% of the value of the implementation proposal
		Launch Date + Week 22	8.2 successful OAT Acceptance Report of the website	
9.	Maintenance of the website for one year	Sign-off date + one year	Annual Website Maintenance Report	Annual website maintenance cost as per the contract

5% retention from the value of the implementation proposal is applicable. The retention will be released upon the successful completion of the Operational Acceptance Test. All payments will be released for each deliverable upon acceptance by the committee appointed by the Employer.

The time frame may vary according to the requirements of the Missions Abroad.

7. TRAINING

- i. The contractor should provide annual training for at least four (4) staff members of the relevant Missions abroad. The training should cover;
 - a) Train to use the content Management Tool
 - b) Providing training manuals to the user
 - c) Training on site uploading preparation of content media
- ii. Number of initial training sessions will be determined by the Employer.
- iii. Provide periodic trainings upon the request of the Sri Lanka Missions Abroad.

8. MAINTENANCE

- i. Following services should be provided by the vendor for a period of one (1) year without any additional cost.
- ii. Manage and maintain the websites for a minimum one (1) year period from the date of go live.

- iii. The Employer is able to extend their maintenance period by signing a contract agreement between them and the vendor by ensuring the providence of the payment for maintenance cost for the required period of time.
- iv. Maintenance fee is preferably 10% from the value of the implementation proposal. (Negotiable).
- v. Updates requested by the Employer should be uploaded within 24/7 of receiving the information.
- vi. The Service Provider should submit a report at the end of each month during the maintenance period covering the following areas;
 - a) No of visitors – location based
 - b) No of hits to all pages
 - c) Visitor’s previous link
 - d) No of downloads for different articles
 - e) Isolated, static, missing and incomplete pages
- vii. Provide Helpdesk support to user in updates and contents management for one (1) year period from the date of go live.
- viii. Upgrade Open Source Content Management System version and resolve all such issues that may arise due to upgrading such as content alignment, security etc. during the maintenance period. This shall be governed by and interpreted in accordance with the regulations of Cir No. MOT/2023/01, ‘Implementation of Information and Cyber Security Policy for Government Organization’ issued by Ministry of Technology.
- ix. Attend to all types of Corrective maintenances (bug fixing and installing of security patches). If user discovers any error/ failure in the website, the Service Provider should respond and rectify immediately. Meantime to Response (MTR) should not exceed one hour and Mean time to Resolution should not exceed 24 hours from the time of being informed. Notification of errors/ failures should be possible through email, telephone, and fax or in letter format.
- x. The Service Provider should be able to fulfil to the following requirements;
 - a) Ensure the website is up and running
 - b) Documentation and technical support
 - c) Add new paragraphs, text to the existing webpage (eg: address changes, telephone number changes etc)
 - d) Insert new photos, images, to the body of the pages
 - e) Adding, removing and updating hyperlinks
 - f) Insert new colour schemes to the web pages
 - g) Insert new menu items to the existing menus
 - h) Include hit counters. Last modified dates etc
 - i) Uploading new pages to the server
 - j) Minor modifications to the webpage banners
 - k) Train and guide the MFA and the relevant Missions Abroad for generating statistics on the websites
 - l) Provide technical support to the MFA to change the server location where the websites are already hosted
 - m) Adding new pages should be done according the predefined cost breakdown which is unit cost based

SECTION D

NON-FUNCTIONAL REQUIREMENTS

1. SECURITY

- i. The recommendations of the SLCERT should be implemented within a week of upon receiving the Audit report.
- ii. The Administrator login page should not be visible to general public.

a) Confidentiality and Integrity

- i. The website should ensure 'confidentiality' and 'integrity' whenever required by adhering to transport and message level security standards. (i.e HTTPS, WS-Security)

b) Availability

- i. The website should be developed to ensure 'High Availability' to remain the system available all the time.

2. AUDIT FACILITIES

- i. Wherever applicable, an audit trail of all activities must be maintained. On a service or operation being initiated, the system should log the event, creating a basic 'audit log entry'. It should not be possible for the operation to be executed without the log entry being made.
- ii. The information recorded in the audit trail depends on the type of activity which takes place. Each service would be responsible for logging detailed information. The different types of operations are;
 - a. Data Capture & Maintenance
 - b. Creation of an entry/item
 - c. Modification of content
 - d. Deletion
 - e. Control (or status change)
 - f. Process execution
 - g. Data synchronization
 - h. Print (only selected items)
 - i. Retrieval
 - j. Monitor
- iii.

No.	Requirement	MD
1.	Auditing	
1.1	Audit Trails	M
	Note: The system design should guarantee that all write events and access to sensitive data through the applications are captured in the audit trail. Every database action is logged.	
1.1.1	System MUST maintain a complete audit trail of all write access events. (Creations, modifications and deletions of records) of the skill workers App.	M
1.1.2	System MUST maintain complete audit trail of all read access to confidential	M

	(non-public) data.	
1.1.3	Each audit trail record MUST capture the following details at minimum;	M
1.1.3.1	• Identification of the event (the module and function accessed)	M
1.1.3.2	• Type of access (Create/modify/ delete/read)	M
1.1.3.3	• Date and time	M
1.1.3.4	• Terminal ID/ location (Indication of the physical location)	M
1.1.4	System MUST provide the ability for authorised users. (eg: security administrators and auditors) to view the audit trails. The system should provide a suitable user interface for this and disallow any modification to the audit trails or system data through such user interface. The interface should provide required features to search for the audit trails by specific modules and functions of the application or by User ID.	M
1.1.5	A security framework MUST exist for web services access.	M
1.1.6	System MUST have flexible facilities for preventing direct user access at a database level. Users should not be able to use native or third-party database tools to directly access or modify data.	M
1.2	Audit Function	M
1.2.1	System MUST have a facility to define the following role privileges, at a minimum; Administrator/ Editor/ Moderator/ Viewer	M
1.2.2	System should provide the facility for Internal Auditors to view all user profiles through the system.	M
1.2.3	System should generate reports on success of back up procedures carried out, at a frequency decided by the organization.	M
1.2.4	System should generate reports on system interruptions.	M
1.2.5	System should provide authorised users with details (audit logs) of all alterations to records.	M
1.2.6	System should provide the ability for authorized users to view historical records (i.e, previous value before a modification is made to the field)	M
1.2.7	System should provide the ability for auditors to generate a listing of all additions and changes made to user profiles, for a user defined period. The report should indicate the details of user profile created/ modification made and the person who authorised the creation/ modification, along with the date/ time of the change.	M

3. BACKUP AND CONTINGENCY PLANNING

- i. The main contingencies that should be considered and the training with regards to these shall be given to the relevant staff;
 - a. Equipment failure
 - b. Physical/ Natural Disaster
 - c. Messaging or communication failures
 - d. Changes in operations and policy
 - e. Sudden absence of key personnel
 - f. Breach in security
- ii. Automatic backups daily, weekly and monthly should be taken. All the backup procedures and backups needs to be tested regularly for restoration.
- iii. In the vent of total failure of the website, the Maximum restore time is 4 hrs from the time of incident report.

4. PERFORMANCE

- i. Following performance criteria is provided as a guideline only. If the actual performance is failing below the stipulated figures, the service provides to justify the reasons. However, the performance level must be accepted by the technical evaluation committee appointed by the MFA.

Item	Performance
Screen Navigation: field-to-field	<10 milliseconds
Screen Navigation: screen-to-screen	<5 seconds
Screen Refresh	<3 seconds
Screen list box, combo box	<3 seconds
Screen grid - 25 rows, 10 columns	<5 seconds
Report preview - (all reports) - initial page view (if asynchronous)	<60 seconds in most instances. It is understood that complicated/ large volume reports may require a longer period
Search enquiry - without screen rendering	<5 seconds for
Server side validations/ computations	<10 milliseconds
Client side validations/ computations	<1 millisecond
Login, authentication, and verification	<3 seconds
Daily backups - max duration	1 hour (on-line preferred)
Total restore of website - max duration	4hours

SECTION E

TECHNICAL EVALUATION OF THE OFFER

1. GENERAL REMARKS

Bidders are required to complete the **Technical Evaluation Questionnaire** provided and submit the requested supporting documentation. It is important to note that each question must be answered individually, and cross-referencing to other answers is not allowed. When referring to supporting documents, precise references should be provided, including the document name, section number, and, if applicable, page number(s).

Please refrain from including pricing information in your responses to the Technical Evaluation Questionnaire and supporting documents.

Bidders should only provide specific documents that are relevant to this particular Call for Bidders, avoiding the submission of general purpose or marketing materials.

By submitting a tender, bidders are committing to providing the services in full compliance with the tendering specifications and annexes. Answers that do not comply with the requirements outlined in the tendering specifications and annexes will not be considered and may result in the elimination of the tender. It is important to pay close attention to the list of mandatory requirements specified in the Tendering Specifications, which the tenderer must fulfil.

Please note that the document should submit to the format A4, Times New Roman, font size 11.

2. TECHNICAL EVALUATION OF THE OFFER – THRESHOLDS

The evaluation will be provided on the tenderers' answers to the questionnaire and annexed documentation. The technical evaluation of the offers will be based on a rating of the quality criteria indicated in the table below:

Criteria	Max points
Quality of the proposal for the provision of professional services	40
Technical expertise for the provision of professional services	50
Quality of the tenderer's proposal for the contract management	30
Quality of the proposal for the service quality provision	20
Total Points	140

A minimum level of 90% for the overall technical evaluation must be reached. Tenders that do not achieve these minimum thresholds will be rejected at this stage and not be considered for the financial evaluation.

Every criterion is evaluated through several questions. A specific weight and points are assigned to each question within a criterion. No minimum thresholds are applied to the separate questions, only to the global criteria as specified in the table above.

3. QUESTIONS FOR THE TECHNICAL EVALUATION

Quality of the proposal for the provision of professional services

Based on the description of the profiles indicated in the "Technical specifications", for each profile give a summary of the description of the environment (including the type of tasks) that you propose to give to the candidates before the start of their first assignment

Project Manager

Reference: (Maximum 5 pages)

System Architecture

Reference: (Maximum 5 pages)

Systems Engineer

Reference: (Maximum 5 pages)

Technical Lead

Reference: (Maximum 5 pages)

Senior Software Engineer

Reference: (Maximum 5 pages)

Business Analysts

Reference: (Maximum 5 pages)

Quality Assurance Engineer

Reference: (Maximum 5 pages)

Manager, Product Support

Reference: (Maximum 5 pages)

Describe your added value in providing technical expertise to your staff that will work on the "network equipment" framework contract (including trainings, certifications, knowledge management).

Illustrate your response with practical real examples.

Reference: (Maximum 5 pages)

Describe the organisation that you will put in place in order to propose a sufficient number of suitably qualified professionals in accordance with the needs under the "Common Website Platform" contract.

Reference: (Maximum 10 pages)

4. TECHNICAL EXPERTISE FOR THE PROVISION OF PROFESSIONAL SERVICES

CASE-STUDY: Developing and Maintaining a Common Website Platform for the Embassies under the Ministry of Foreign Affairs (MFA).

The MFA intends to develop and maintain a common website layout and platform for all the Embassies stationed overseas. This initiative aims to ensure a consistent look and feel across Embassy websites while minimizing the effort required to update their content by the Ministry/Embassy staff. The website platform should be designed considering the following aspects:

1. Maintain a common look and feel across all the websites, with minor variations allowed based on the region or specific events each Embassy is involved in.
2. Management and operations: The website platform should support multiple user roles to ensure reliable and efficient content updating and moderation across all the websites.
3. Migration of all existing websites developed by other vendors, ensuring that no content is lost during the migration process.
4. There are 68 websites available under the Embassy cluster, and the website portfolio may vary based on the Foreign Ministry's foreign policy. The platform should be designed to accommodate additions, removals, and archiving of websites with minimal development support required from the contractor.

To address the challenges of this project, the MFA has decided to procure professional services and proposes to adopt the following structured approach:

Phase 1: Strategy and Planning

In this stage, the goal is to:

- Identify difficulties on migrating isolated website to a merged platform infra-structure.
- Engage discussions in order to understand the mission requirements.

- Develop a website deployment strategy that targets functionality, cost, security, and automation.
- Understand how the system architecture must evolve to support this strategy.
- Understand the type of new framework that must be developed to support this strategy.
- Understand the type of solutions that need to be implemented for assuring the Resilience and Security.

To ensure an appropriate consultancy to manage all the aspects linked to this phase:

Propose a scope-of-work document explaining how you would organise and manage the project, the type of profiles you would propose and the activities that would need to be fulfilled, the deliverables that would be available at the end of the project.

Reference: (Maximum 5 pages)

Propose templates of documents you would use in the context of this project and phase, indicate the table of content you would propose and explain briefly what each chapter or section would consist of.

Reference: (Maximum 5 pages)

Phase 2: Design of the solution

In this stage, the goal is to:

- Translate the business requirements obtained in phase 1 into technical requirements.
- Determine appropriate architectural choices based on these technical requirements.
- Select and validate technologies and products to ensure appropriate **availability, scalability, agility, and security** of the solution.
- Develop a realistic architecture blueprint for a common website platform.
- Develop a design to allow the operators to access each independent website from a central location.
- Explain the reasoning behind key design considerations to ensure an appropriate consultancy to manage **all the aspects** linked to this phase:

Propose a scope-of-work document explaining how you would organise and manage the project, the type of profiles you would propose and the activities that would need to be fulfilled, the deliverables that would be available at the end of the project.

Reference: (Maximum 5 pages)

Propose templates of documents you would use in the context of this project and phase, indicate the table of content you would propose and explain briefly what each chapter or section would consist of.

Reference: (Maximum 10 pages)

Phase 3: Deployment of the solution

In this stage, the goal is to build and deploy the new common website platform.

To ensure an appropriate consultancy to manage all the aspects linked to this phase:

Propose a scope-of-work document explaining how you would organise and manage the project, the type of profiles you would propose and the activities that would need to be fulfilled, the deliverables that would be available at the end of the project.

Reference: (Maximum 5 pages)

Propose templates of documents you would use in the context of this project; indicate the table of content you'd propose and explain briefly what each chapter or section would consist of.

Reference: (Maximum 10 pages)

Phase 4: Operations

In this stage, the goal is to operate the solution.

Propose a set of resource profiles and functions to deliver services for this phase.

Reference: (Maximum 10 pages)

Explain how to monitor the capacity and availability of such a solution. Indicate the controls you'd propose to monitor adequately the common website platform access and information flow.

Reference: (Maximum 10 pages)

Quality of the tenderer's proposal for the contract management

Describe the overall team that you will put in place for the management of this project (including roles, interfaces, responsibilities, contract follow-up).

Reference: (Maximum 10 pages)

Describe how you will prepare internally your Time and Means offers, between the reception of the requests and the submission of your proposals to the MFA.

Reference: (Maximum 5 pages)

How will you ensure that the proposed candidates are available during the different steps of the project (e.g., between the submission of the proposals and the signature of the specific contract) and at the effective start and end of the entire project.

Reference: (Maximum 5 pages)

Which measures will you take to minimise the number of replacements during the execution of the specific contracts?

Reference: (Maximum 5 pages)

Describe how you will ensure efficient and punctual delivery of the deliverables stated in the contract.

Reference: (Maximum 5 pages)

Describe the organisational measures you intend to take in order to ensure your compliance with the security-related practices. More specifically, what kind of security controls do you intend to put in place for the persons of your staff working on this project concerning security issues related to the provision of services?

Reference: (Maximum 5 pages)

Quality of the proposal for the service quality provision

Based on the Service Level Agreement template annexed to the Tendering Specifications:

Describe all arrangements that you will make to offer a high technical support.

Reference: (Maximum 15 pages)

Provide an example of your own quality document that you could use to verify that you fulfil all conditions of the SLA.

This document should be structured, clear and easy understandable by managerial staff.

Reference: (Maximum 30 pages)

Describe the measures that you will take (and communicate to the MFA) in the event of non-respect of the SLA conditions.

Illustrate your response with examples.

Reference: (Maximum 10 pages)

5. GUIDELINES FOR THE CASE STUDY

5.1 INTRODUCTION

As part of the evaluation process, this bidding document has provided guideline to assist bidders in compiling your answers for the case study.

This section serves as a reference document, outlining the focus areas and key considerations for each section of the case study. The provided bullet points under each section highlight the specific aspects that evaluators will assess. Ensure that your answers align with the objectives and requirements presented in the case study.

Clearly articulate how your proposed solutions and strategies address the challenges and goals outlined.

5.2 GUIDELINES

5.2.1 Quality of the proposal for the provision of professional services

5.2.2 Based on the description of the profiles indicated in the technical specifications, for each profile give a summary of the description of the environment (including the type of tasks) that you propose to give to the candidates before the start of their first assignment.

5.2.3 Project Manager

- Experience and Expertise
- Skills and Competencies
- Project Management Skills
- References and Performance History

5.2.4 System Architecture

- Technical Expertise
- System Design and Planning
- Leadership and Collaboration
- Industry Knowledge
- Project Management

5.2.5 Systems Engineer

- Technical Knowledge and Expertise

- System Analysis and Requirements Management
- System Testing and Validation
- Continuous Improvement and Learning

5.2.6 Technical Lead

- Technical Expertise
- Leadership and Management
- Project Planning and Execution
- Team Development and Mentorship
- Stakeholder Management

5.2.7 Senior Software Engineer

- Technical Expertise
- Leadership and Collaboration
- Software Development Process

5.2.8 Business Analysts

- Analytical Skills
- Domain Knowledge
- Communication and Collaboration
- Requirement Documentation and Management

5.2.9 Senior Quality Assurance Engineer

- Testing and Quality Assurance Knowledge
- Test Planning and Execution
- Leadership and Collaboration
- Test Automation

5.2.10 Manager, Product Support

- Leadership and Team Management
- Technical Knowledge
- Customer Support and Satisfaction
- Incident and Problem Management

5.2.11 Describe your added value in providing technical expertise to your staff that will work on the Common Website Platform) tender (including trainings, certifications, knowledge management).

- Relevant Trainings and Certifications
- Knowledge Management Practices
- Collaboration with External Experts

5.2.12 Describe the organisation that you will put in place in order to propose a sufficient number of suitably qualified professionals in accordance with the needs under the Common Website Platform contract.

- Recruitment Strategies
- Resource Management
- Talent Development and Retention
- Succession Planning

5.2.13 Technical expertise for the provision of professional services

6 CASE-STUDY: Developing and Maintaining a Common Website Platform for the Sri Lanka Missions Abroad under the Ministry of Foreign Affairs (MFA)

6.1 Propose a scope-of-work document explaining how you would organise and manage the project, the type of profiles you would propose and the activities that would need to be fulfilled, the deliverables that would be available at the end of the project.

- Project Management Approach
- Deliverables
- Alignment with Project Goals

6.2 Propose templates of documents you would use in the context of this project and phase, indicate the table of content you would propose and explain briefly what each chapter or section would consist in.

- Document Template Comprehensiveness
- Relevance to Project Goals
- Document Organization and Structure
- Document Content and Clarity

6.3 Phase 2: Design of the solution

6.3.1 Propose a scope-of-work document explaining how you would organise and manage the project, the type of profiles you would propose and the activities that would need to be fulfilled, the deliverables that would be available at the end of the project.

- Project Management Approach
- Deliverables
- Activities and Work Plan

6.3.2 Propose templates of documents you would use in the context of this project and phase, indicate the table of content you would propose and explain briefly what each chapter or section would consist in.

- Document Relevance and Alignment
- Document Comprehensiveness
- Document Organization and Structure
- Document Content and Clarity

6.3.3 Phase 3: Deployment of the solution

6.3.3.1 Propose a scope-of-work document explaining how you would organise and manage the project, the type of profiles you would propose and the activities that would need to be fulfilled, the deliverables that would be available at the end of the project.

- Project Management Approach
- Deliverables
- Activities and Work Plan

6.3.3.2 Propose templates of documents you would use in the context of this project, indicate the table of content you'd propose and explain briefly what each chapter or section would consist in.

- Document Relevance and Alignment
- Document Comprehensiveness
- Document Organization and Structure
- Document Content and Clarity

6.3.4 Phase 4: operations

6.3.4.1 Propose a set of resource profiles and functions to deliver services for this phase.

- Expertise and Qualifications
- Roles and Responsibilities
- Alignment with Operational Requirements
- Resource Management

6.3.5 Explain how to monitor the capacity and availability of such a solution. Indicate the controls you'd propose to monitor adequately the common website platform access and information flow.

- Monitoring Strategies
- Capacity Planning
- Availability Measures
- Security Controls

6.3.6 Quality of the bidder's proposal for the contract management

6.3.6.1 Describe the overall team that you will put in place for the management of this project (including roles, interfaces, responsibilities, contract follow-up).

- Team Composition
- Expertise and Experience
- Communication and Interfaces
- Responsibilities and Contract Follow-up

6.3.7 Describe how you will prepare internally your Time and Means offers, between the reception of the requests and the submission of your proposals to the MFA

- Internal Process and Planning
- Resource Allocation
- Accuracy and Consistency
- Efficiency and Timeliness

6.3.8 How will you ensure that the proposed candidates are available during the different steps of the project (e.g. between the submission of the proposals and the signature of the specific contract) and at the effective start and end of the entire project?

- Resource Planning and Allocation
- Commitment and Contractual Obligations
- Contingency Measures

6.3.9 Which measures will you take to minimise the number of replacements during the execution of the specific contracts?

- Resource Management
- Expertise Retention
- Knowledge Transfer
- Proactive Planning

6.3.10 Describe how you will ensure efficient and punctual delivery of the deliverables stated in the contract.

- Project Management Approach
- Planning and Resource Allocation
- Communication and Collaboration
- Risk Management

- Quality Assurance

3.3.11 Describe the organisational measures you intend to take in order to ensure your compliance with the security-related practices. More specifically, what kind of security controls do you intend to put in place for the persons of your staff working on this project concerning security issues related to the provision of services?

- Security Policies and Procedures
- Access Controls and Authentication
- Training and Awareness
- Monitoring and Auditing
- Incident Response and Reporting

6.3.12 Quality of the proposal for the service quality provision

6.3.12.1 Based on the Service Level Agreement template annexed to the Tendering Specifications:

6.3.13 Describe all arrangements that you will make to offer a high technical support.

- Response Time and Availability
- Incident Resolution
- Communication and Collaboration
- Expertise and Knowledge
- Continuous Improvement

6.3.14 Provide an example of your own quality documentation that you could use to verify that you fulfil all conditions of the SLA.

- Comprehensiveness and Alignment
- Clarity and Measurability
- Documentation Structure
- Compliance and Adherence

6.3.15 Describe the measures that you will take (and communicate to the MFA) in the event of non-respect of the SLA conditions.

- Escalation Procedures
- Penalties and Remedies
- Corrective Actions
- Communication and Reporting
- Continuous Improvement

7. SERVICE LEVEL AGREEMENT TEMPLATE : COMMON WEBSITE PLATFORM SERVICE LEVEL AGREEMENT

Service Level Agreement

7.1 PURPOSE OF THE SERVICE LEVEL AGREEMENT

This section provides an overview of the purpose and objectives of the Service Level Agreement (SLA) for the Common Website Platform. It highlights the importance of defining service expectations and ensuring the effective delivery and management of the services.

7.2 SCOPE

The scope section outlines the services covered under the SLA, including the development, deployment, and maintenance of the Common Website Platform for the Embassies under the Ministry of Foreign Affairs (MFA). It specifies the functionalities, features, and technical requirements of the platform.

7.3 BACKGROUND

The background section provides a brief context and background information about the Common Website Platform project, including its objectives, stakeholders, and key considerations. It serves to create a shared understanding of the project's purpose and context.

7.3 AUDIENCE

This section identifies the intended audience of the SLA, including the Ministry of Foreign Affairs (MFA) and the service provider. It clarifies who will be responsible for adhering to and monitoring the SLA requirements.

7.4 ASSUMPTIONS

The assumptions section lists the assumptions made during the development of the SLA, such as the availability of necessary resources, infrastructure, and cooperation between the parties involved. It helps establish a common understanding of the underlying assumptions for service delivery.

7.5 ROLES AND RESPONSIBILITIES

This section outlines the roles and responsibilities of the parties involved, including the Ministry of Foreign Affairs (MFA), the service provider, and any other relevant stakeholders. It clarifies the expected responsibilities and accountabilities for each party.

7.6 CONTACTS

The contacts section provides a list of key contacts for effective communication and coordination related to the SLA. It includes designated contacts from the Ministry of Foreign Affairs (MFA) and the service provider for various aspects of service delivery and management.

7.7 SERVICE DETAILS

7.7.1 Requirements

This section outlines the specific requirements of the Common Website Platform, including functionalities, security, scalability, performance, and any other relevant technical and operational requirements. It serves as a reference for the expected deliverables.

7.7.2 Service Level Expectations

The service level expectations section defines the performance expectations and metrics for the Common Website Platform services. It includes parameters such as availability, response times, resolution times, and any other measurable indicators to assess service quality.

7.7.3 Escalation Actions

This section describes the escalation process and actions to be taken in case of service failures or non-compliance with the SLA. It provides a clear framework for escalating issues and outlines the steps to be followed for timely resolution.

7.7.3 Service Provider / Service Recipient

This section defines the roles and responsibilities of the service provider and service recipient, including the delivery of services, reporting, and communication channels. It establishes a shared understanding of expectations and accountabilities.

7.7.4 Service Hours for Problem Resolution

This section specifies the service hours during which the service provider will be available for problem resolution and technical support. It includes response time expectations and identifies any limitations or exceptions.

7.7.5 Performance Guarantee

The performance guarantee section outlines any performance guarantees or service level credits applicable in case of service failures or non-compliance with the SLA. It defines the criteria for determining the eligibility for performance guarantees and the associated remedies.

7.7.6 Agreement Change Process

This section describes the process for making changes to the SLA, including any change requests, approvals, and communication procedures. It ensures that any modifications to the SLA are properly documented and agreed upon by both parties.

Note: The provided outline serves as a general template for the SLA. It should be customized and expanded to include specific details and requirements relevant to the Common Website Platform project and the parties involved.

SECTION F
SPECIMEN FORMS

1. BID FORM

Chairman of the Procurement Committee
Ministry of Foreign Affairs
9th Floor
Ceylinco Building
Colombo 01

Development, Operation and Maintenance of Common Website Platforms for Sri Lankan Missions Abroad

I / We the undersigned, having read and fully acquainted myself / ourselves with the contents of the "Instructions to Bidders" and "Terms and Condition" pertaining to the above tender, along with the specifications mentioned, do hereby undertake the development, operation and maintenance of common website platforms for Sri Lankan Missions Abroad referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions, and the specifications for a total Bid price of Rs..... .The make up of the aforesaid total Bid price is given in the accompanying price Schedule.

I / We confirm that this offer shall be open for acceptance untiland that will not be withdrawn prior to that date.

I / We attach hereto the following documents as part of my / our Bid:

1. Price Schedule
2. Documentary evidence to establish eligibility to bid
3. Bid Bond
4. Documentary evidence to establish qualifications for the performance of the Contract.
5. Any other document

I / We understand that you are not bound to accept the lowest tender and that you reserve the right to reject any or all tenders or accept any part of a Tender without assigning any reason thereto.

My / Our bank reference is as follows:

.....
.....

Signature of Bidder :

Name of Bidder :

Address :
.....
.....

E-mail :

Web Site :

Telephone No :

Fax No :

Date :

Company Seal

2. CONTRACT AGREEMENT

Development, Operation and Maintenance of Common Website Platforms for Sri Lankan Missions Abroad

This Contract is executed and delivered this day of of the year two thousand and twenty three.

BETWEEN

Ministry of Foreign Affairs, Republic Building, Colombo01 (hereinafter called "the Employer")

AND

.....

.....

(Hereinafter called "the Service Provider")

WHEREAS, the Ministry intends to develop, operate and maintain common website platforms for Sri Lankan Missions Abroad;

WHEREAS, the Service Provider possesses the necessary expertise, resources, and capabilities to undertake the development and support services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows;

The Employer and the Service Provider mutually agree as follows:

1. CONTRACT DOCUMENTS

The following documents are attached to this contract and are incorporated in and made part of this Contract as though written out and forth herein:

- The Bid and Accompanying Data
- Instructions and Information for Bidders
- Terms and Conditions
- Specifications
- Any and all Addenda or modifications to the above

2. SCOPE OF WORK

2.1 The Employer hereby engages the Service Provider to provide development and support services for a common website platform for Sri Lanka Missions Abroad, as further described in the contract documents.

2.2 The Service Provider shall perform all necessary tasks and activities as outlined in the bidding documents, utilizing its expertise, personnel, and resources.

3. DELIVERABLES

3.1 The Service Provider shall deliver the completed common website platform in accordance with the specifications and milestones detailed in the contract documents.

3.2 The Service Provider shall provide ongoing support and maintenance services as

required to ensure the optimal functioning of the website platform.

4. PAYMENT

4.1 In consideration of the services rendered by the Service Provider, the Employer shall pay the Service Provider the agreed-upon amount, as specified in the attached Payment Schedule document.

4.2 Payment shall be made in accordance with the terms and conditions outlined in the Payment Schedule document and subject to the satisfactory completion of the deliverables.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All intellectual property rights, including but not limited to copyrights and patents, arising from the development of the common website platform shall belong exclusively to the Service Provider.

5.2 The Service Provider hereby assigns and transfers to the Employer all rights, titles, and interests in and to any intellectual property developed or created during the performance of this Agreement.

5.3 The Service Provider shall not use or disclose any confidential information or proprietary materials obtained from the service Provider, except as necessary for the performance of its obligations under this Agreement.

6. CONFIDENTIALITY

6.1 Both parties agree to maintain the confidentiality of any confidential information received during the course of this Agreement.

6.2 Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the date of execution by both parties and shall continue until the completion of the project, unless terminated earlier in accordance with the provisions herein.

7.2 Either party may terminate this Agreement upon written notice to the other party in the event of a material breach by the other party, provided that such breach remains uncured for a period of [30 days] days after receipt of written notice specifying the breach.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

8.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

9. MUTUAL OBLIGATIONS

The Employer and the Service Provider mutually agree to perform, fulfil, abide by, and submit to any and all of the provisions and requirements and matters and things contained or expressed in or reasonably to be inferred from, the Contract document.

10. NOTICE

In notice called for by this Contract shall be in the form of registered letters, email or faxes in the English language, and shall be effective only at the time of receipt thereof by the parties to whom they are addressed at the following addresses:

EMPLOYER

Ministry of Foreign Affairs, Republic Building, Colombo 01

SERVICE PROVIDER

.....
.....

CONTERPARTS

The Contract is executed in two identical counterparts, one of the Employer and one for the Service Provider.

EMPLOYER'S WITNESSES

- 1.
- 2.

EMPLOYER (MFA)

By.....
(Signature with rubber stamp)

SERVICE PROVIDER'S WITNESSES

- 1.
- 2.

SERVICE PROVIDER

By.....
(Signature with rubber stamp)

3. ACCEPTABLE FORMAT FOR PERFORMANCE GURANTEE

----- [insert issuing agency's name, and address of issuing branch or office] -----

Beneficiary: ----- [name and address of Employer] -----

Date: -----

PERFORMANCE GUARANTEE No. : -----

We have been informed that ----- [name of Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No. ----- (reference number of contract) dated ----- with you, for the -----(insert "Contraction" / "Supply") of -----(name of contract and brief description of work) (hereinafter called "the Contract")

Furthermore, we understand that, according to your conditions of the Contract, a performance guarantee is required.

At the request of the contractor, we ----- [name of agency] hereby

Irrevocably undertake to pay you any sum or sums not exceeding in total an amount of --- ----- [amount in figures] ----- [amount in words]] such sum being payable, in the types and proportions of currencies in which the; Contract Price is payable upon receipt by us of your first demand in writing accompanied by a writ ten statement stating that the Contractor is in breach of i its obligation(s) under the contract without your needing tp prove or to show grounds for your demand or the sum specified therein.

This Guarantee shall expire, no later than theday of, 2017 (insert date 28days beyond the scheduled contract completion date) and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s)]

4. Format for Bid Security Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [Insert issuing agency's name and address of issuing branch or office] ----
--

Beneficiary: Secretary, Ministry Of Foreign Affairs, Republic Building Colombo 01.

Date: ----- [insert (by issuing agency) date]

BID GUARANTEE No.: ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution/supply [select appropriately] of [insert name of Contract] under Invitation for Bids No.----- [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] ----- [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or

(c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to----- (insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. _____

[Signature(s) of authorized representative(s)]

5. Template



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SECTION G

BIDDING DATA SHEET

The following specific data for the product to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Clause Reference	Section A
ITB 1.1	The Employer is: Ministry of Foreign Affairs, Sri Lanka
ITB 1.1	The name and identification number of the Contract are: Development, Operation and Maintenance of Common Website Platforms for Sri Lankan Missions Abroad Contract Number:
ITB 1.1	The source of funding is: GOSL
ITB 2.1	Bidders are required to bid for the total solution. Partial bids shall be treated as non-responsive and shall be rejected.
ITB 3.2	Contents of Bidding Documents: - Instructions to Bidders - Terms and Conditions - Requirements - work Schedule and Price Schedule - Contract Forms
ITB 3.4	For Clarification of bid purposes only, the Employer's address is: <i>Attention:</i> Chairman Procurement Committee Ministry of Foreign Affairs Republic Building, Colombo 01 Facsimile numbers is<+011 5 921 152>. e-mail: it.support@mfa.gov.lk Clarifications may be requested not later than 07 days before the deadline for submission of bids
ITB 4.3	The bidder shall quote in Sri Lankan Rupees (LKR) only.
ITB 4.4	The bid validity period shall be ninety one days (91) days from the date of bid closure, accordingly the bid shall be valid until .
ITB 5.2	Alternative bids shall not be considered. Options are not allowed; The bids submitted with options shall be treated as non-responsive and shall be rejected.
ITB 8	Opening of Bids;
ITB 6, 8	For bid submission purposes, the Employer's address is: <i>Attention:</i> Chairman Procurement Committee <i>Postal Address:</i> Ministry of Foreign Affairs, Republic Building, Colombo 01

	<p><i>Address of the location of bid submission:</i> General Administration Division, Ministry of Foreign Affairs, No.69,9th floor, Ceylinco House, Janadhipathi Mawatha, Colombo 01.</p> <p>The deadline for the submission of bids is: Date: 25.10. 2023</p> <p>Time: 11.00 a.m</p>
ITB 8	<p>The bid opening shall take place at:</p> <p>General Administration Division, Ministry of Foreign Affairs, No.69,9th floor, Ceylinco House, Janadhipathi Mawatha, Colombo 01.</p> <p>Date: 25.10.2023 Time: 11.00 a.m (immediately after deadline for bid submission)</p>
ITB 13	Evaluation of Bids-Evaluation criteria
ITB 14	Post Qualification criteria

- END-